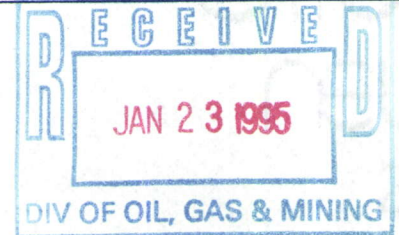




January 19, 1995



Mr. D. Wayne Halberg  
Permit Supervisor  
Department of Natural Resources  
Division of Oil, Gas, and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203

RE: Tentative Approval, Notice of Intention to Commence  
Large Mining Operations, Morton International,  
(Morton), Morton Salt Division, Grantsville Operation,  
M/045/037, Tooele County, Utah

Dear Mr. Halberg:

Morton Salt has received the Division's tentative approval of our permit application. Notice of this approval included some minor comments by the Division requiring written clarification or agreement by Morton Salt. Our response is listed under the appropriate mineral rule headings that follow.

R647-4-110 Reclamation Plan

110.5 Revegetation Planting Program (LMK)

Morton Salt agrees to accept the Division's recommended revegetation plan.

After demolition and site regrading, rip or disc areas to be reseeded to a minimum depth of 6" to prepare seedbed. Drill seed the approved seed mix on all areas with a rangeland drill. The following seed mix will be used:

<u>Species</u>	<u>Rate *</u>
Alkali Sacaton ( <u>Sporobolus airoides</u> )	1
Tall wheatgrass ( <u>Agropyron elongatum</u> )	3
Boizoisky wildrye ( <u>Elymus junceus boizoisky</u> )	3
"Alti" tall fescue ( <u>Festuca arundinacea</u> )	3
Yellow sweetclover ( <u>Melilotus officinalis</u> )	1.5
Strawberry clover ( <u>Trifolium fragiferum</u> )	1
Gardner saltbush ( <u>Atriplex gardnerii</u> )	2
Shadscale ( <u>Atriplex confertifolia</u> )	2



<u>Species</u>	<u>Rate *</u>
Gardner saltbush ( <u>Atriplex gardnerii</u> )	2
Shadscale ( <u>Atriplex confertifolia</u> )	2
Rubber rabbitbrush ( <u>Chrysothamnus nuseosus</u> )	0.5
Forage kochia ( <u>Kochia prostrata</u> )	<u>1</u>
Total Seed	18

\* Rate is pounds of Pure Live Seed (PLS) per acre.

When mixing seed and preparing the drill, mix the gardner saltbush and shadscale together, the rubber rabbitbrush and forage kochia together and the remaining species together. Put the kochia/rabbitbrush mix in the alfalfa box and pull the tubes so that this seed will be "broadcast" on the surface, the shadscale/saltbrush mix will be placed in the outer drops (place cardboard dividers to isolate these drops in the seed bin) and the remaining seed will be in the center drops.

Seeding will be done in late October/early November. The seedbed preparation will be done within 2-3 weeks prior to seeding.

#### R647-4-113 Surety

Morton Salt has noted the minor changes the Division has made to the Reclamation Contract (Form MR-RC) where:

pages one and two have had the appropriate file number inserted and,

page nine has the disturbed acreage totals inserted.

Morton Salt finds these changes accurate and acceptable.

A complete copy of the MR-RC form with the Division's changes and Mr. Gene L. Decker's signature is provided as Enclosure 1 (Reclamation Contract - Form MR-RC).

Morton Salt has noted the minor changes the Division has made to the Surety Bond where pages one through four have had the appropriate file number inserted. Morton Salt finds these changes acceptable.

Please advise if this response does not satisfy your requirements.

Sincerely,

*Tom Anders*

T. D. Anders  
Environmental Affairs Specialist

TDA/cep  
122994

cc: G. C. Price - Grantsville

Enclosure 1  
Reclamation Contract (Form MR-RC)

*Enclosure 1  
(Morton letter Dated Jan 19, 1985)*

FORM MR-RC  
Revised May 28, 1993  
RECLAMATION CONTRACT

File Number M/045/037  
Effective Date \_\_\_\_\_

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

RECLAMATION CONTRACT  
---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	<u>M/045/037</u>
(Mineral Mined)	<u>Solar Salt (NaCl) from the Great Salt Lake</u>
"MINE LOCATION":	
(Name of Mine)	<u>Morton Salt - Grantsville</u>
(Description)	<u>The facility is located in Tooele</u> <u>county approximately 30 miles west</u> <u>of Salt Lake City.</u>
"DISTURBED AREA":	
(Disturbed Acres)	<u>7.849 acres</u>
(Legal Description)	<u>(refer to Attachment "A")</u>
"OPERATOR":	
(Company or Name)	<u>Morton International Inc.; Morton Salt</u>
(Address)	<u>100 North Riverside Plaza</u> <u>Chicago, IL 60606-1597</u>
(Phone)	<u>(312) 807-2000</u>

**"OPERATOR'S REGISTERED AGENT":**

(Name)

(Address)

(Phone)

Fabian & Clendenin

215 South State Street

P.O. Box 510210

Salt Lake City, Utah 84151

(801) 531-8900

**"OPERATOR'S OFFICER(S)":**

Walter W. Becky-President Salt Group

Gene L. Decker-Vice President Production/

Engineering Salt Group

**"SURETY":**

(Form of Surety - Attachment B)

Surety Bond

**"SURETY COMPANY":**

(Name, Policy or Acct. No.)

Safeco Insurance Company of America

Bond No.

**"SURETY AMOUNT":**

(Escalated Dollars)

\$1,273,000

**"ESCALATION YEAR":**

1998

**"STATE":**

State of Utah

**"DIVISION":**

Division of Oil, Gas and Mining

**"BOARD":**

Board of Oil, Gas and Mining

**ATTACHMENTS:**

A "DISTURBED AREA": Morton International Inc., Morton Salt-Grantsville

B "SURETY": Bond Number 5343223

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Morton International Inc. the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/037 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated November 4, 1991, and the original Reclamation Plan dated November 4, 1991. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as

amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

Gene L. Decker  
Vice President Production/Engineering Salt Group

\_\_\_\_\_  
Authorized Officer (Typed or Printed)

Gene L. Decker  
Authorized Officer's Signature

Jan 4, 1995  
Date

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY \_\_\_\_\_  
Dave D. Lauriski, Chairman  
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By \_\_\_\_\_  
James W. Carter, Director

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, personally  
appeared before me, who being duly sworn did say that he/she, the said  
\_\_\_\_\_ is the Director of the Division of  
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she  
duly acknowledged to me that he/she executed the foregoing document by  
authority of law on behalf of the State of Utah.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires:

OPERATOR:

Morton International Inc., Morton Salt

Operator Name

Gene L. Decker

By Vice President Production/Engineering Salt Group

Corporate Officer - Position

Date

Gene L. Decker

Dec 20, 1993

Signature

STATE OF ILLINOIS )

COUNTY OF COOK )

ss:

On the 20<sup>th</sup> day of December, 19 93, personally  
appeared before me Gene L. Decker who  
being by me duly sworn did say that he/~~she~~, the said Gene L. Decker  
is the Vice President Production/Engineering of Morton International Inc., Morton Salt  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
Gene L. Decker duly acknowledged to me that said  
company executed the same.



Karen O. De Mello  
Notary Public  
Residing at: Chicago, IL


July 8, 1996  
My Commission Expires:

SURETY:

Safeco Insurance Company of America  
Surety Company

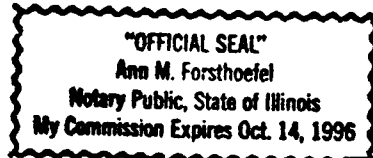
By Carla E. Romoser, Attorney-in-Fact  
Company Officer - Position

November 9, 1993  
Date

  
Signature

STATE OF Illinois )  
COUNTY OF Cook ) ss:

On the 9th day of November, 19 93, personally  
appeared before me Carla E. Romoser who  
being by me duly sworn did say that he/she, the said Carla E. Romoser  
is the Attorney-in-Fact of Safeco Insurance Company of America  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
Carla E. Romoser duly acknowledged to me that said  
company executed the same.



  
Notary Public  
Residing at: Chicago, Illinois

\_\_\_\_\_  
My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.



POWER  
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
HOME OFFICE: SAFECO PLAZA  
SEATTLE, WASHINGTON 98185

No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint  
\*\*\*\*DAVID W. JONES; ROBERT P. POWERS; CARLA E. ROMOSER; ANN FORSTHOEFEL, Chicago, Illinois\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 4th day of January, 19 93.

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R. A. Pierson, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 9th day of November, 19 93.

## ATTACHMENT "A"

Morton International Inc/ Morton Salt  
Operator

M/045/037  
Permit Number

Morton Salt - Grantsville  
Mine Name

Tooele County, Utah

### The legal description of lands to be disturbed is:

7,849 acres located in

Township: 1N Range: 5W Section: 19

Township: 1N Range: 6W Sections: 24, 25, 26, 32, 33, 34, 35

Township: 1S Range: 5W Sections: 16, 19, 20, 21

Township: 1S Range: 7W Sections: 1, 2, 3, 10, 11, 12, 13, 14, 15

Township: 1S Range: 6W Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15,  
16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26,  
27, 28, 29

The disturbed areas are composed of:

Minesite (Pond system; operating, storage, and disposal areas) 7,686 acres

Access/Haul Roads; Conveyors 130 acres

Associated On-site Processing Facilities 33 acres

## ATTACHMENT B

MR FORM 6  
Joint Agency Bonding Form

(April 8, 1993)

Bond Number \_\_\_\_\_  
Permit Number M/045/037  
Mine Name Morton Salt Grantsville

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

### THE MINED LAND RECLAMATION ACT

#### SURETY BOND

\*\*\*\*\*

The undersigned MORTON INTERNATIONAL, INC. as Principal,  
and SAFECO INSURANCE COMPANY OF AMERICA as Surety, hereby jointly and severally  
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of  
Utah, Division of Oil, Gas and Mining, and \_\_\_\_\_  
in the penal sum of One million two hundred seventy- dollars (\$ 1,273,000.00-----).  
three thousand and no/100-----

Principal has estimated in the Mining and Reclamation Plan approved by the  
Division of Oil, Gas and Mining on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, that 7,849  
acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the  
Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and  
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation  
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the  
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and  
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.


Date: 11/16/93

MORTON INTERNATIONAL, INC.

Principal (Permittee)

By (Name typed): Thomas F. McDevitt

Title: VP Finance & CFO

Signature: 

Date: November 9, 1993

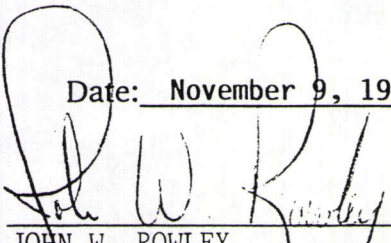
SAFECO INSURANCE COMPANY OF AMERICA

Surety

By: (Name Typed) Carla E. Romoser

Title: Attorney-in-Fact

Signature: 

  
JOHN W. ROWLEY  
UTAH RESIDENT COUNTERSIGNING  
AGENT

Page 3  
MR-6  
Joint Agency Surety Bond  
Attachment B

Bond Number  
Permit Number M/045/037  
Mine Name Morton Salt Grantsville

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Dave D. Lauriski, Chairman  
Board of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

### AFFIDAVIT OF QUALIFICATION

Carla E. Romoser, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) Attorney-in-Fact of said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

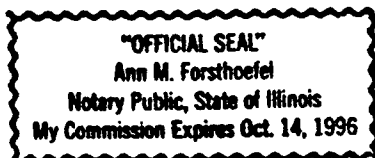
Signed: Carla E. Romoser  
Surety Officer

Title: Attorney-in-Fact

Subscribed and sworn to before me this 9th day of November, 19 93.

Ann M. Forsthoefel  
Notary Public  
Residing at: 6107 N. Winthrop, Chicago, Illinois 60660

My Commission Expires:



\_\_\_\_\_, 19 \_\_\_\_.



POWER  
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
HOME OFFICE: SAFECO PLAZA  
SEATTLE, WASHINGTON 98185

No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint  
\*\*\*\*\*DAVID W. JONES; ROBERT P. POWERS; CARLA E. ROMOSER; ANN FORSTHOEFEL, Chicago, Illinois\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 4th day of January, 19 93.

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
  - (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
  - (iii) Certifying that said power-of-attorney appointment is in full force and effect,
- the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R. A. Pierson, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 9th day of November, 19 93.